

THE HONORABLE JAMES L. ROBART

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ANNA PATRICK, DOUGLAS MORRILL,  
ROSEANNE MORRILL, LEISA GARRETT,  
ROBERT NIXON, SAMANTHA NIXON,  
DAVID BOTTONFIELD, ROSEMARIE  
BOTTONFIELD, TASHA RYAN, ROGELIO  
VARGAS, MARILYN DEWEY, PETER  
ROLLINS, RACHAEL ROLLINS, KATRINA  
BENNY, SARA ERICKSON, GREG  
LARSON, and JAMES KING, individually  
and on behalf of all others similarly situated,

Plaintiffs,

v.

DAVID L. RAMSEY, III, individually;  
HAPPY HOUR MEDIA GROUP, LLC, a  
Washington limited liability company; THE  
LAMPO GROUP, LLC, a Tennessee limited  
liability company,

Defendants.

Case No. 2:23-cv-00630-JLR

**DEFENDANTS DAVID L. RAMSEY, III,  
AND THE LAMPO GROUP, LLC'S  
ANSWER TO PLAINTIFFS' AMENDED  
COMPLAINT FOR DAMAGES WITH  
CLASS ACTION ALLEGATIONS**

**JURY OF TWELVE REQUESTED**

Defendants David L. Ramsey, III and The Lampo Group, LLC (collectively, "the Lampo Defendants") hereby answer Plaintiffs' Amended Complaint for Damages with Class Allegations. The Lampo Defendants note that Plaintiffs' unjust enrichment claim has been dismissed with prejudice.

LAMPO DEFENDANTS' ANSWER TO PLAINTIFFS'  
AMENDED COMPLAINT - 1

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## I. OVERVIEW

1. The allegations in this paragraph relate exclusively to a third party, Reed Hein & Associates (“RHA”). As a result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore deny those allegations.

2. The Lampo Defendants deny the allegations in this paragraph. The Lampo Defendants further note that Plaintiffs’ unjust enrichment claim has been dismissed with prejudice.

3. The allegations in this paragraph relate exclusively to a third party, RHA. As a result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore deny those allegations.

4. The allegations in this paragraph relate exclusively to a third party, RHA. As a result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore deny those allegations.

5. The Lampo Defendants admit that The Lampo Group, LLC entered into various different contracts with RHA beginning in 2015, with varying terms and conditions, and that the Lampo Group, LLC terminated the final such contract in early 2021. The Lampo Defendants deny that Mr. Ramsey personally entered into contracts with RHA or was paid by RHA. The Lampo Defendants further deny that they received “greater than \$30 million” from RHA. The remainder of the allegations in this paragraph are speculative, overbroad, and inaccurate, and The Lampo Defendants therefore deny those allegations.

6. The Lampo Defendants admit that David Ramsey is a Christian and that he hosts a nationally syndicated radio show and podcast on which he gives financial advice. The Lampo Defendants also admit that they provide a service known as Financial Peace University and that their programming has millions of listeners. The Lampo Defendants deny the remaining allegations in paragraph 6.

7. The Lampo Defendants deny that Mr. Ramsey personally accepted payment from RHA or made false statements on behalf of RHA. The Lampo Defendants admit that Mr. Ramsey

1 endorsed Timeshare Exit Team in a number of promotions between 2015 and 2021, but deny that  
2 he made any statements alleged in this paragraph “[t]hroughout” his promotions. The recordings  
3 of any statements made by Mr. Ramsey in promotions regarding the Timeshare Exit Team speak  
4 for themselves. For the avoidance of doubt, the Lampo Defendants further respond that the  
5 statements made in such promotions varied at different times, and that the Lampo Defendants  
6 always understood and believed all such statements to be true and accurate. To the extent Plaintiffs  
7 allege that statements made by the Lampo Defendants were false, the Lampo Defendants deny  
8 those allegations.

9       8. The Lampo Defendants admit several timeshare companies, the Washington  
10 Attorney General, and some RHA customers sued RHA . The Lampo Defendants lack knowledge  
11 or information sufficient to admit or deny the details of those cases. The Lampo Defendants lack  
12 sufficient knowledge or information to admit or deny Plaintiffs’ allegations regarding the Better  
13 Business Bureau or the arbitration awards in this paragraph, and therefore deny those allegations.  
14 The Lampo Defendants also note that on May 23, 2019, the court in *Wyndham Vacation*  
15 *Ownership, et. al. v. Reed Hein & Assoc., LLC, et. al.*, pending in the U.S. District Court for the  
16 Middle District of Florida, dismissed the plaintiffs’ Florida Deceptive and Unfair Trade Practices  
17 Act claim against RHA and others. The Lampo Defendants deny the remainder of the allegations  
18 in this paragraph.

19       9. The Lampo Defendants admit their endorsement of RHA terminated by March  
20 2021, and therefore so did any obligation by RHA or Happy Hour Media Group to pay The Lampo  
21 Group, LLC for that endorsement. The Lampo Defendants deny that RHA or Happy Hour ever  
22 paid Mr. Ramsey directly.

23       10. The Lampo Defendants deny the allegations in this paragraph.

24       11. The Lampo Defendants admit that during a radio broadcast in 2021, David Ramsey  
25 discussed timeshares and RHA. The contents of the recording of that broadcast speaks for itself.

1 To the extent this paragraph characterizes the contents of the broadcast in a manner inconsistent  
2 with the recording, the Lampo Defendants deny those allegations.

3 12. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
4 the allegations in this paragraph, and therefore deny those allegations.

5 13. The Lampo Defendants deny the allegations in this paragraph. For the avoidance  
6 of doubt, the Lampo Defendants further respond that they were never paid anything by their  
7 listeners in connection with any of the allegations in this case.

8 14. The Lampo Defendants deny the allegations that “Ramsey unjustly took [millions]  
9 from his own listeners,” that RHA “sent a portion” of the Plaintiffs’ money to Ramsey, or that  
10 Plaintiffs are entitled to any relief whatsoever. For the avoidance of doubt, the Lampo Defendants  
11 further respond that they were never paid anything by their listeners in connection with the  
12 allegations in this case. The remaining allegations in this paragraph relate to a third party, RHA,  
13 and the Lampo Defendants therefore do not have sufficient knowledge or information to admit or  
14 deny those allegations, and therefore deny them.

## 15 II. PARTIES

16 15. This paragraph is limited to legal conclusions to which no response is required. For  
17 the avoidance of doubt, the Lampo Defendants deny that Plaintiffs are entitled to any relief  
18 whatsoever in this case.

### 19 a. Plaintiffs

#### 20 Anna Patrick

21 16. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
22 the allegations in this paragraph, and therefore deny those allegations.

23 17. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
24 the allegations in this paragraph, and therefore deny those allegations.

25 18. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
26 the allegations in this paragraph, and therefore deny those allegations.

1           19.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
2 the allegations in this paragraph, and therefore deny those allegations.

3           **Douglas and Roseanne Morrill**

4           20.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
5 the allegations in this paragraph, and therefore deny those allegations.

6           21.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
7 the allegations in this paragraph, and therefore deny those allegations.

8           22.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
9 the allegations in this paragraph, and therefore deny those allegations.

10          23.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
11 the allegations in this paragraph, and therefore deny those allegations.

12          24.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
13 the allegations in this paragraph, and therefore deny those allegations.

14           **Leisa Garrett**

15          25.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
16 the allegations in this paragraph, and therefore deny those allegations.

17          26.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
18 the allegations in this paragraph, and therefore deny those allegations.

19          27.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
20 the allegations in this paragraph, and therefore deny those allegations.

21          28.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
22 the allegations in this paragraph, and therefore deny those allegations.

23          29.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
24 the allegations in this paragraph, and therefore deny those allegations.

1           30.     The Lampo Defendants deny the allegation that Ms. Garrett's experience is typical  
2 of members of the putative class. The Lampo Defendants lack sufficient knowledge or information  
3 to admit or deny the other allegations in this paragraph, and therefore deny those allegations.

4           **Robert and Samantha Nixon**

5           31.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
6 the allegations in this paragraph, and therefore deny those allegations.

7           32.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
8 the allegations in this paragraph, and therefore deny those allegations.

9           33.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
10 the allegations in this paragraph, and therefore deny those allegations.

11          34.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
12 the allegations in this paragraph, and therefore deny those allegations.

13          35.     The Lampo Defendants deny the allegation that Mr. and Mrs. Nixon's experience  
14 is typical of members of the putative class. The Lampo Defendants lack sufficient knowledge or  
15 information to admit or deny the other allegations in this paragraph, and therefore deny those  
16 allegations.

17          **David and Rosemarie Bottonfield**

18          36.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
19 the allegations in this paragraph, and therefore deny those allegations.

20          37.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
21 the allegations in this paragraph, and therefore deny those allegations.

22          38.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
23 the allegations in this paragraph, and therefore deny those allegations.

24          **Tasha Ryan**

25          39.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
26 the allegations in this paragraph, and therefore deny those allegations.

1           40.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
2 the allegations in this paragraph, and therefore deny those allegations.

3           41.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
4 the allegations in this paragraph, and therefore deny those allegations.

5           42.     The Lampo Defendants deny the allegations in this paragraph.

6           **Rogelio Vargas**

7           43.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
8 the allegations in this paragraph, and therefore deny those allegations.

9           44.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
10 the allegations in this paragraph, and therefore deny those allegations.

11          45.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
12 the allegations in this paragraph, and therefore deny those allegations.

13          46.     The Lampo Defendants deny the allegation that Mr. Vargas' experience is typical  
14 of members of the putative class. The Lampo Defendants lack sufficient knowledge or information  
15 to admit or deny the other allegations in this paragraph, and therefore deny those allegations.

16          **Marilyn Dewey**

17          47.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
18 the allegations in this paragraph, and therefore deny those allegations.

19          48.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
20 the allegations in this paragraph, and therefore deny those allegations.

21          49.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
22 the allegations in this paragraph, and therefore deny those allegations.

23          50.     The Lampo Defendants deny the allegations in this paragraph.

24          **Peter and Rachael Rollins**

25          51.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
26 the allegations in this paragraph, and therefore deny those allegations.

1           52.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
2 the allegations in this paragraph, and therefore deny those allegations.

3           53.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
4 the allegations in this paragraph, and therefore deny those allegations.

5           **Katrina Benny**

6           54.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
7 the allegations in this paragraph, and therefore deny those allegations.

8           55.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
9 the allegations in this paragraph, and therefore deny those allegations.

10          56.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
11 the allegations in this paragraph, and therefore deny those allegations.

12          57.     The Lampo Defendants deny the allegation that Mr. Vargas' experience is typical  
13 of members of the putative class. The Lampo Defendants lack sufficient knowledge or information  
14 to admit or deny the other allegations in this paragraph, and therefore deny them.

15          **Sara Erickson**

16          58.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
17 the allegations in this paragraph, and therefore deny those allegations.

18          59.     The Lampo Defendants deny the allegation that Mr. Vargas' experience is typical  
19 of members of the putative class. The Lampo Defendants lack sufficient knowledge or information  
20 to admit or deny the other allegations in this paragraph, and therefore deny them.

21          **Greg Larson**

22          60.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
23 the allegations in this paragraph, and therefore deny those allegations.

24          61.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
25 the allegations in this paragraph, and therefore deny those allegations.

62. The Lampo Defendants lack sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore deny those allegations.

**James King**

63. The Lampo Defendants lack sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore deny those allegations.

64. The Lampo Defendants lack sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore deny those allegations.

65. The Lampo Defendants lack sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore deny those allegations.

66. The Lampo Defendants deny the allegation that Mr. Vargas' experience is typical of members of the putative class. The Lampo Defendants lack sufficient knowledge or information to admit or deny the other allegations in this paragraph and therefore deny those allegations.

**b. Defendants**

67. The Lampo Defendants lack sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore deny those allegations.

68. The Lampo Defendants admit the allegations in this paragraph.

69. The Lampo Defendants admit the allegations in this paragraph.

70. The Lampo Defendants admit that Dave Ramsey is the founder and chief executive officer of The Lampo Group, LLC. The Lampo Defendants deny Dave Ramsey is the owner of the Lampo Group, LLC.

71. The Lampo Defendants admit that Dave Ramsey is the sole manager of The Lampo Group, LLC. The Lampo Defendants deny that Dave Ramsey is a member of The Lampo Group, LLC.

72. This paragraph contains legal allegations and conclusions to which no response is required.

### III. JURISDICTION & VENUE

73. This paragraph contains legal allegations and conclusions to which no response is required.

74. This paragraph contains legal allegations and conclusions to which no response is required.

75. This paragraph contains legal allegations and conclusions to which no response is required.

76. This paragraph contains legal allegations and conclusions to which no response is required.

77. This paragraph contains legal allegations and conclusions to which no response is required.

78. This paragraph contains legal allegations and conclusions to which no response is required.

79. This paragraph contains legal allegations and conclusions to which no response is required.

80. This paragraph contains legal allegations and conclusions to which no response is required.

### IV. FACTS<sup>1</sup>

81. The allegations in this paragraph relate exclusively to a third party, RHA. As a result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore deny those allegations.

82. The allegations in this paragraph relate exclusively to a third party, RHA. As a result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore deny those allegations.

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<sup>1</sup> Plaintiffs have interspersed subheadings in the statement of facts in the Amended Complaint. The Lampo Defendants have not used those subheadings in this Answer, and instead have used only the paragraph numbers. For the avoidance of doubt, the Lampo Defendants deny any allegations in the headings and subheadings in the Amended Complaint.

1           83.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
2 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
3 allegations in this paragraph, and therefore deny those allegations.

4           84.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
5 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
6 allegations in this paragraph, and therefore deny those allegations.

7           85.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
8 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
9 allegations in this paragraph, and therefore deny those allegations.

10          86.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
11 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
12 allegations in this paragraph, and therefore deny those allegations.

13          87.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
14 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
15 allegations in this paragraph, and therefore deny those allegations.

16          88.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
17 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
18 allegations in this paragraph, and therefore deny those allegations.

19          89.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
20 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
21 allegations in this paragraph, and therefore deny those allegations.

22          90.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
23 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
24 allegations in this paragraph, and therefore deny those allegations.

1           91.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
2 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
3 allegations in this paragraph, and therefore deny those allegations.

4           92.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
5 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
6 allegations in this paragraph, and therefore deny those allegations.

7           93.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
8 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
9 allegations in this paragraph, and therefore deny those allegations.

10          94.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
11 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
12 allegations in this paragraph, and therefore deny those allegations.

13          95.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
14 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
15 allegations in this paragraph, and therefore deny those allegations.

16          96.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
17 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
18 allegations in this paragraph, and therefore deny those allegations.

19          97.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
20 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
21 allegations in this paragraph, and therefore deny those allegations.

22          98.     The allegations in this paragraph relate exclusively to a third party, RHA. As a  
23 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
24 allegations in this paragraph, and therefore deny those allegations.

25          99.     The Lampo Defendants lack sufficient knowledge or information to admit or deny  
26 the allegations in this paragraph, and therefore deny those allegations. The Lampo Defendants note

1 that in the apparently referenced case, there was a May 31, 2019, finding about the actions of  
2 Mitchell Reed Sussman, not RHA.

3 100. The allegations in this paragraph relate exclusively to a third party, RHA. As a  
4 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
5 allegations in this paragraph, and therefore deny those allegations.

6 101. The allegations in this paragraph relate exclusively to a third party, RHA. As a  
7 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
8 allegations in this paragraph, and therefore deny those allegations.

9 102. The Lampo Defendants admit that the Washington State Attorney General filed an  
10 action against RHA in King County Superior Court in February 2020.

11 103. The Lampo Defendants admit the Washington State Attorney General's complaint  
12 contained the quoted statements and that the Attorney General and RHA entered a consent decree  
13 that included RHA paying \$2.61 million. The Lampo Defendants lack sufficient knowledge or  
14 information to admit or deny the remaining allegations in this paragraph, and therefore deny those  
15 allegations.

16 104. The allegations in this paragraph relate exclusively to a third party, RHA. As a  
17 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
18 allegations in this paragraph, and therefore deny those allegations.

19 105. The allegations in this paragraph relate exclusively to a third party, RHA. As a  
20 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
21 allegations in this paragraph, and therefore deny those allegations.

22 106. The allegations in this paragraph relate exclusively to a third party, RHA. As a  
23 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
24 allegations in this paragraph, and therefore deny those allegations.

25 107. The Lampo Defendants admit that Brian and Keri Adolph filed a putative class  
26 action against RHA with the name and case number stated in this paragraph, and that a final

1 settlement was reached and approved by the Court in May 2023, and that it included a Covenant  
2 of Judgment. The records from that case speak for themselves. To the extent this paragraph alleges  
3 more, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
4 allegations in this paragraph, and therefore deny any such allegations.

5 108. The allegations in this paragraph relate exclusively to a third party, RHA. As a  
6 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
7 allegations in this paragraph, and therefore deny those allegations.

8 109. The allegations in this paragraph relate exclusively to a third party, RHA. As a  
9 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
10 allegations in this paragraph, and therefore deny those allegations.

11 110. The allegations in this paragraph relate exclusively to a third party, RHA. As a  
12 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
13 allegations in this paragraph, and therefore deny those allegations. For the avoidance of doubt, to  
14 the extent this paragraph impliedly alleges that RHA paid Mr. Ramsey directly, and/or that the  
15 Lampo Defendants were involved in any “scheme” by RHA, the Lampo Defendants deny those  
16 allegations.

17 111. This paragraph contains legal allegations and conclusions that do not require a  
18 response. Further, the allegations in this paragraph relate exclusively to a third party, RHA. As a  
19 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
20 allegations in this paragraph, and therefore deny those allegations.

21 112. This paragraph contains legal allegations and conclusions that do not require a  
22 response. Further, the allegations in this paragraph relate exclusively to a third party, RHA. As a  
23 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
24 allegations in this paragraph, and therefore deny those allegations.

25 113. This paragraph contains legal allegations and conclusions that do not require a  
26 response. Further, the allegations in this paragraph relate exclusively to a third party, RHA. As a

1 result, the Lampo Defendants lack sufficient knowledge or information to admit or deny the  
2 allegations in this paragraph, and therefore deny those allegations.

3 114. This paragraph contains legal allegations and conclusions that do not require a  
4 response. The allegations in this paragraph relate exclusively to a third party, RHA. As a result,  
5 the Lampo Defendants lack sufficient knowledge or information to admit or deny the allegations  
6 in this paragraph, and therefore deny those allegations.

7 115. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
8 the allegations in this paragraph, which relate solely to RHA and Happy Hour, and therefore deny  
9 those allegations.

10 116. The Lampo Defendants deny the allegations in this paragraph.

11 117. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
12 the allegations in this paragraph, which relate solely to Happy Hour, and therefore deny those  
13 allegations.

14 118. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
15 the allegations in this paragraph, which relate solely to RHA and Happy Hour, and therefore deny  
16 those allegations.

17 119. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
18 the allegations in this paragraph, to the extent they relate solely to RHA and Happy Hour, and  
19 therefore deny such allegations. The Lampo Group admits that Happy Hour provided feedback at  
20 times on advertising that was aired on the Lampo Group, LLC's programming.

21 120. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
22 the allegations in this paragraph, to the extent they relate solely to RHA and Happy Hour, and  
23 therefore deny such allegations. The Lampo Group admits that Happy Hour provided feedback at  
24 times on advertising that was aired on the Lampo Group, LLC's programming.

1           121. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
2 the allegations in this paragraph, which relate solely to RHA and Happy Hour, and therefore deny  
3 those allegations.

4           122. The Lampo Defendants deny the allegations in this paragraph.

5           123. The Lampo Defendants admit David Ramsey is a radio host, and that his show and  
6 seminars discuss topics related to financial advice. The Lampo Defendants further admit that they  
7 have used the phrase “win with money” in relation to the Financial Peace University. To the extent  
8 this paragraph alleges more, the Lampo Defendants deny those allegations.

9           124. The Lampo Defendants admit their programs are promoted to religious  
10 organizations and that Mr. Ramsey states that his advice is based on biblical principles. The Lampo  
11 Defendants deny that David Ramsey “overstates the extent to which he vets his endorsees.” The  
12 Lampo Defendants lack sufficient information to admit or deny the remainder of the allegations in  
13 this paragraph, and therefore deny those allegations.

14           125. The Lampo Defendants respond that the recordings of any programming speak for  
15 themselves. To the extent the allegations in this paragraph are inconsistent with the recordings of  
16 statements made by Mr. Ramsey, the Lampo Defendants deny those allegations.

17           126. The Lampo Defendants respond that the recordings of any programming speak for  
18 themselves. To the extent the allegations in this paragraph are inconsistent with the recordings of  
19 statements made by Mr. Ramsey, the Lampo Defendants deny those allegations.

20           127. The Lampo Defendants respond that the recordings of any programming speak for  
21 themselves. To the extent the allegations in this paragraph are inconsistent with the recordings of  
22 statements made by Mr. Ramsey, the Lampo Defendants deny those allegations. The Lampo  
23 Defendants deny the remaining allegations in this paragraph.

24           128. The Lampo Defendants respond that the statements on any RHA website speak for  
25 themselves. To the extent the allegations in this paragraph are inconsistent with any records of  
26

1 RHA's website, the Lampo Defendants deny those allegations. The Lampo Defendants deny the  
2 remaining allegations in this paragraph.

3 129. The Lampo Defendants deny the allegations in this paragraph.

4 130. The Lampo Defendants deny the allegations in this paragraph.

5 131. The Lampo Defendants deny the allegations in this paragraph.

6 132. The Lampo Defendants admit they promote products and services on "The Dave  
7 Ramsey Show" and that the show is produced by The Lampo Group. The Lampo Defendants deny  
8 that The Lampo Group is "own[ed] and control[led]" by David Ramsey. To the extent this  
9 paragraph alleges more, the Lampo Defendants deny it.

10 133. The Lampo Defendants deny that David Ramsey claims to be single-handedly  
11 responsible for converting RHA from a small local company into a company doing hundreds of  
12 millions of dollars in business. The Lampo Defendants lack sufficient knowledge or information  
13 to admit or deny the remainder of the allegations in this paragraph, and therefore deny those  
14 allegations.

15 134. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
16 the allegations in this paragraph, and therefore deny those allegations.

17 135. The Lampo Defendants deny that David Ramsey was ever paid by Reed Hein. The  
18 Lampo Defendants lack sufficient knowledge or information to admit or deny the remainder of the  
19 allegations in this paragraph, and therefore deny those allegations. This paragraph also contains  
20 legal allegations and conclusions that do not require a response.

21 136. The Lampo Defendants deny the allegations in this paragraph.

22 137. The Lampo Defendants admit RHA ran advertisements during episodes of the Dave  
23 Ramsey Show. The Lampo Defendants deny the remaining allegations in this paragraph.

24 138. The recordings of statements made on the air speak for themselves. To the extent  
25 Plaintiffs' allegations regarding those statements are inconsistent with the recordings, the Lampo  
26

1 Defendants deny those allegations. The Lampo Defendants deny the remaining allegations in this  
2 paragraph.

3 139. The recordings of statements made on the air speak for themselves. To the extent  
4 Plaintiffs' allegations regarding those statements are inconsistent with the recordings, the Lampo  
5 Defendants deny those allegations. The Lampo Defendants deny the remaining allegations in this  
6 paragraph.

7 140. The recordings of statements made on the air speak for themselves. To the extent  
8 Plaintiffs' allegations regarding those statements are inconsistent with the recordings, the Lampo  
9 Defendants deny those allegations. The Lampo Defendants deny the remaining allegations in this  
10 paragraph.

11 141. The recordings of statements made on the air speak for themselves. To the extent  
12 Plaintiffs' allegations regarding those statements are inconsistent with the recordings, the Lampo  
13 Defendants deny those allegations. The Lampo Defendants deny the remaining allegations in this  
14 paragraph.

15 142. The recordings of statements made on the air speak for themselves. To the extent  
16 Plaintiffs' allegations regarding those statements are inconsistent with the recordings, the Lampo  
17 Defendants deny those allegations. The Lampo Defendants deny the remaining allegations in this  
18 paragraph.

19 143. The recordings of statements made on the air speak for themselves. To the extent  
20 Plaintiffs' allegations regarding those statements are inconsistent with the recordings, the Lampo  
21 Defendants deny those allegations. The Lampo Defendants deny the remaining allegations in this  
22 paragraph.

23 144. This paragraph contains hypothetical legal allegations and conclusions that do not  
24 require a response. For the avoidance of doubt, the Lampo Defendants deny the allegations in this  
25 paragraph.

26 145. The Lampo Defendants deny the allegations in this paragraph.

1           146. The Lampo Defendants deny the allegations in this paragraph.

2           147. The Lampo Defendants deny the allegations in this paragraph.

3           148. The Lampo Defendants investigation is ongoing and, as of the filing of this Answer,  
4 they lack sufficient knowledge or information to admit or deny the allegations in this paragraph,  
5 and therefore deny those allegations.

6           149. The Lampo Defendants admit they created a webpage called Ramsey Frontman  
7 where customers who were interested in exit services could provide information. The Lampo  
8 Defendants deny that Ramsey Frontman collected or maintained records. As to any remaining  
9 allegations in this paragraph, the Lampo Defendants' investigation is ongoing and, as of the filing  
10 of this Answer, the Lampo Defendants lack sufficient knowledge or information to admit or deny  
11 the allegations in this paragraph, and therefore deny those allegations.

12           150. The Lampo Defendants deny that the Ramsey Frontman webpages contained  
13 deceptive or misleading content. The Lampo Defendants admit Happy Hour reviewed and  
14 expressed approval for some content that appeared on Ramsey Frontman. To the extent this  
15 paragraph contains additional allegations, the Lampo Defendants deny those allegations..

16           151. The Lampo Defendants object that the Amended Complaint does not define the  
17 term "referred" nor related terms used in the Amended Complaint which are capable of multiple  
18 interpretations. In light of this ambiguity, out of an abundance of caution, the Lampo Defendants  
19 deny that they "referred" listeners to RHA. The Lampo Defendants lack sufficient knowledge or  
20 information to admit or deny the allegations in this paragraph as to records kept or maintained by  
21 RHA, the content of those records, or how those records were created, and therefore deny those  
22 allegations.

23           152. The Lampo Defendants object that the Amended Complaint does not define the  
24 term "referred" nor related terms used in the Amended Complaint which are capable of multiple  
25 interpretations. In light of this ambiguity, out of an abundance of caution, the Lampo Defendants  
26 deny that they "referred" listeners to RHA. The Lampo Defendants lack sufficient knowledge or

1 information to admit or deny the allegations in this paragraph as to records kept or maintained by  
2 RHA, or how those records were created, and therefore deny those allegations.

3 153. The Lampo Defendants object that the Amended Complaint does not define the  
4 term “referred” nor related terms used in the Amended Complaint which are capable of multiple  
5 interpretations. In light of this ambiguity, out of an abundance of caution, the Lampo Defendants  
6 deny that they “referred” listeners to RHA. The Lampo Defendants deny that they “referred” any  
7 listeners to RHA. The Lampo Defendants lack sufficient knowledge or information to admit or  
8 deny the allegations in this paragraph as to records kept or maintained by RHA, and therefore deny  
9 those allegations.

10 154. The Lampo Defendants object that this paragraph is vague and confusing as to  
11 timeframe, as it appears to switch back and forth between present tense and past tense and does  
12 not specify the referenced time period. Accordingly, out of an abundance of caution, the Lampo  
13 Defendants deny the allegations in this paragraph.

14 155. The Lampo Defendants respond that the statements on ramseysolutions.com speak  
15 for themselves. To the extent this paragraph mischaracterizes those statements, the Lampo  
16 Defendants deny the allegations in this paragraph.

17 156. The Lampo Defendants respond that the statements on ramseysolutions.com speak  
18 for themselves. To the extent this paragraph mischaracterizes those statements, the Lampo  
19 Defendants deny the allegations in this paragraph.

20 157. The Lampo Defendants respond that the statements in newsletters speak for  
21 themselves. To the extent this paragraph mischaracterizes those statements, the Lampo  
22 Defendants deny the allegations in this paragraph. The Lampo Defendants’ investigation is  
23 ongoing and, as of the filing of this Answer, they lack sufficient knowledge or information to admit  
24 or deny the remaining allegations in this paragraph, and therefore deny those allegations.

25 158. The Lampo Defendants respond that the statements in newsletters speak for  
26 themselves. To the extent this paragraph mischaracterizes those statements, the Lampo

1 Defendants deny the allegations in this paragraph. The Lampo Defendants' investigation is  
2 ongoing and, as of the filing of this Answer, they lack sufficient knowledge or information to admit  
3 or deny the remaining allegations in this paragraph, and therefore deny those allegations.

4 159. The Lampo Defendants deny the allegations in this paragraph.

5 160. The Lampo Defendants deny the allegations in this paragraph.

6 161. The Lampo Defendants deny the allegations in this paragraph.

7 162. The allegations in this paragraph are drafted in a misleading way, and the Lampo  
8 Defendants therefore deny the same.

9 163. The Lampo Defendants admit they have conducted live presentations at which  
10 speakers, including David Ramsey, have provided advice on topics related to personal finances.  
11 The Lampo Defendants admit some of these seminars have been held at churches. The Lampo  
12 Defendants' investigation is ongoing and, as of the filing of this Answer, they lack sufficient  
13 knowledge or information to admit or deny the remaining allegations in this paragraph.

14 164. The Lampo Defendants admit that many speakers, including Mr. Ramsey, are  
15 Christian and have spoken about religious views in presentations. The Lampo Defendants deny  
16 that all seminars begin and end with a prayer, or that all speakers state their advice is grounded in  
17 the Bible.

18 165. The Lampo Defendants deny that it receives fees for all live seminars they conduct.  
19 The remainder of these allegations in this paragraph are overgeneralized, and the Lampo  
20 Defendants therefore deny the same.

21 166. The allegations in this paragraph are overgeneralized, and the Lampo Defendants  
22 therefore deny the same.

23 167. The Lampo Defendants admit that at some but not all seminars, The Lampo Group,  
24 LLC asked some participants to complete contact cards indicating whether they had timeshare  
25 obligations they wanted to terminate. To the extent this paragraph alleges more, the Lampo  
26 Defendants deny those allegations.

1           168. The Lampo Defendants admit that at some but not all seminars, when a participant  
2 completed a contact card and indicated that they had a timeshare obligation they wanted to  
3 terminate, The Lampo Group, LLC provided that information to RHA. To the extent this paragraph  
4 alleges more, the Lampo Defendants deny those allegations.

5           169. The Lampo Defendants deny the allegations in this paragraph.

6           170. The Lampo Defendants deny the allegations in this paragraph.

7           171. The Lampo Defendants deny the allegations in this paragraph.

8           172. The Lampo Defendants deny the allegations in this paragraph.

9           173. The Lampo Defendants admit that RHA advertised on Lampo Group radio  
10 broadcasts, that Mr. Ramsey provided his endorsement for a time period beginning in 2015, and  
11 that Lampo Group radio broadcasts are heard nationally. The Lampo Defendants lack sufficient  
12 knowledge or information to admit or deny whether RHA's advertisements were "national in  
13 scope" before advertising on Lampo Group broadcasts.

14           174. The Lampo Defendants admit that RHA advertised on other forums. The Lampo  
15 Defendants lack sufficient knowledge or information to admit or deny the remainder of the  
16 allegations in this paragraph, and therefore deny those allegations.

17           175. The Lampo Defendants deny the allegations in this paragraph.

18           176. The Lampo Defendants deny the allegations in this paragraph.

19           177. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
20 the allegations in this paragraph, and therefore deny those allegations.

21           178. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
22 the allegations in this paragraph, and therefore deny those allegations.

23           179. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
24 the allegations in this paragraph, and therefore deny those allegations.

25           180. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
26 the allegations in this paragraph, and therefore deny those allegations.

1           181. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
2 the allegations in this paragraph, and therefore deny those allegations.

3           182. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
4 the allegations in this paragraph, and therefore deny those allegations.

5           183. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
6 the allegations in this paragraph, and therefore deny those allegations.

7           184. The Lampo Defendants admit the endorsement of RHA ended in early 2021, but  
8 deny that David Ramsey stated at that time that “he had stopped endorsing RHA because it was  
9 unable to pay his fee,” which mischaracterizes Mr. Ramsey’s comments.

10          185. The Lampo Defendants deny the allegations in this paragraph.

11          186. The Lampo Defendants deny the allegations in this paragraph.

12          187. The Lampo Defendants lack sufficient knowledge or information to admit or deny  
13 the allegations in this paragraph, and therefore deny those allegations.

14          188. This paragraph contains legal conclusions to which no response is required. Out of  
15 an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

16          189. The Lampo Defendants deny the allegations in this paragraph.

17          190. This paragraph contains legal conclusions to which no response is required. Out of  
18 an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

19          191. This paragraph contains legal conclusions to which no response is required. Out of  
20 an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

21          192. This paragraph contains legal conclusions to which no response is required. Out of  
22 an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

23          193. This paragraph contains legal conclusions to which no response is required. Out of  
24 an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

25          194. The Lampo Defendants deny the allegations in this paragraph.

26          195. The Lampo Defendants deny the allegations in this paragraph.

1           196. The Lampo Defendants deny the allegations in this paragraph.

2           197. The Lampo Defendants deny the allegation that Ms. Patrick is typical of members  
3 of the putative class. The Lampo Defendants lack sufficient knowledge or information to admit or  
4 deny the other allegations in this paragraph, and therefore deny those allegations.

5           198. The Lampo Defendants deny the allegation that Mr. and Mrs. Morrill are typical of  
6 members of the putative class. The Lampo Defendants lack sufficient knowledge or information  
7 to admit or deny the other allegations in this paragraph, and therefore deny those allegations.

8           199. The Lampo Defendants deny the allegation that Ms. Garrett is typical of members  
9 of the putative class. The Lampo Defendants lack sufficient knowledge or information to admit or  
10 deny the other allegations in this paragraph, and therefore deny those allegations.

11           200. The Lampo Defendants deny the allegation that Mr. and Ms. Nixon are typical of  
12 members of the putative class. The Lampo Defendants lack sufficient knowledge or information  
13 to admit or deny the other allegations in this paragraph, and therefore deny those allegations.

14           201. The Lampo Defendants deny the allegation that Mr. and Ms. Bottonfield are typical  
15 of members of the putative class. The Lampo Defendants lack sufficient knowledge or information  
16 to admit or deny the other allegations in this paragraph, and therefore deny those allegations.

17           202. The Lampo Defendants deny the allegation that Ms. Ryan is typical of members of  
18 the putative class. The Lampo Defendants lack sufficient knowledge or information to admit or  
19 deny the other allegations in this paragraph, and therefore deny those allegations.

20           203. The Lampo Defendants deny the allegation that Mr. Vargas and Ms. Dewey are  
21 typical of members of the putative class. The Lampo Defendants lack sufficient knowledge or  
22 information to admit or deny the other allegations in this paragraph, and therefore deny those  
23 allegations.

24           204. The Lampo Defendants deny the allegation that Ms. Dewey is typical of members  
25 of the putative class. The Lampo Defendants lack sufficient knowledge or information to admit or  
26 deny the other allegations in this paragraph, and therefore deny those allegations.

205. The Lampo Defendants deny the allegation that Mr. and Ms. Rollins are typical of members of the putative class. The Lampo Defendants lack sufficient knowledge or information to admit or deny the other allegations in this paragraph, and therefore deny those allegations.

206. The Lampo Defendants deny the allegation that Ms. Benny is typical of members of the putative class. The Lampo Defendants lack sufficient knowledge or information to admit or deny the other allegations in this paragraph, and therefore deny those allegations.

207. The Lampo Defendants deny the allegation that Ms. Erickson is typical of members of the putative class. The Lampo Defendants lack sufficient knowledge or information to admit or deny the other allegations in this paragraph, and therefore deny those allegations.

208. The Lampo Defendants deny the allegation that Mr. Larson is typical of members of the putative class. The Lampo Defendants lack sufficient knowledge or information to admit or deny the other allegations in this paragraph, and therefore deny those allegations.

209. The Lampo Defendants deny the allegation that Mr. King is typical of members of the putative class. The Lampo Defendants lack sufficient knowledge or information to admit or deny the other allegations in this paragraph.

## V. CLASS ALLEGATIONS

210. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

211. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

212. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

213. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

214. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.





**COUNT FOUR**

**Conspiracy**

234. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

235. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

**COUNT FIVE**

**Conversion**

236. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

237. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

238. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

239. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

240. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

241. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

242. This paragraph contains legal conclusions to which no response is required. Out of an abundance of caution, the Lampo Defendants deny the allegations in this paragraph.

**PRAYER FOR RELIEF**

The Lampo Defendants deny that Plaintiffs are entitled to any of the relief requested in the Amended Complaint.

**AFFIRMATIVE DEFENSES**

The Lampo Defendants hereby plead the following affirmative defenses:

1. Plaintiffs have failed to state a claim against the Lampo Defendants upon which relief may be granted.

2. Plaintiffs have failed to adequately allege that a class action can or should be certified in this matter.

3. Plaintiffs have failed to join one or more necessary parties, including RHA.

4. Some or all claims asserted by Plaintiffs and/or absent class members are barred by the statute of limitations.

5. Some or all claims asserted by Plaintiffs and/or absent class members are barred or should be reduced because they have failed to mitigate their damages.

6. Plaintiffs and at least some absent class members failed to provide the Lampo Defendants an opportunity to assist in mitigation of their damages.

7. Some or all claims asserted by Plaintiffs and/or absent class members are barred by unclean hands, waiver, estoppel, in pari delicto, and laches.

8. Some or all claims asserted by Plaintiffs and/or absent class members are barred based on assumption of risk.

9. Some or all claims asserted by Plaintiffs and/or absent class members are barred or should be reduced based on contributory/comparative fault or negligence.

10. The damages of Plaintiffs and/or absent class members, if any, were caused by other individuals or entities, and not by the Lampo Defendants.

11. The Lampo Defendants acted using reasonable business practices, and as a broadcaster advertising in good faith without knowledge of the advertising's allegedly false, deceptive, or misleading character.

12. Plaintiffs cannot demonstrate that identifiable funds belonging to Plaintiffs or absent class members are traceable to and in the possession of the Lampo Defendants.

1           13.     The claims asserted by Plaintiffs and/or absent class members are barred by public  
2 policy, as well as the First Amendment to the Constitution of the United States and Section 5 of  
3 Article I of the Washington State Constitution.

4           14.     The claims asserted by Plaintiffs and/or absent class members are preempted by  
5 federal or state law.

6           15.     There is no personal jurisdiction over the Lampo Defendants with respect to claims  
7 asserted by non-Washington residents.

8           16.     The claims asserted by Plaintiffs and/or absent class members are barred by accord  
9 and satisfaction.

10          17.     Claims of Plaintiffs and/or absent class members may be subject to arbitration  
11 requirements. For the avoidance of doubt, however, the Lampo Defendants reserve all rights with  
12 respect to the issue of whether any agreement or any provision of any agreement between RHA  
13 and any customer of RHA applies to any claim of any Plaintiff or absent class member with respect  
14 to the Lampo Defendants. Discovery on this issue is ongoing and the Lampo Defendants have not  
15 yet received Plaintiffs' production of their agreements with RHA.

16          18.     The claims asserted by Plaintiffs and/or absent class members are barred by the  
17 economic-loss rule and/or the independent duty doctrine.

18          19.     The claims asserted by Plaintiffs and/or absent class members are barred by the fact  
19 that there was an intervening or supervening cause between any alleged actions and Plaintiffs'  
20 harm.

21          20.     The claims asserted by Plaintiffs and/or absent class members are barred by the fact  
22 it was not foreseeable that the Lampo Defendants' alleged actions would cause Plaintiffs' harm.

23          21.     The claims asserted by Plaintiffs and/or absent class members are barred by a lack  
24 or failure of consideration.

25          22.     The claims asserted by Plaintiffs and/or absent class members are barred by the  
26 doctrine of illegality.

1           23.     The claims asserted by Plaintiffs and/or absent class members are barred by release,  
2 waiver, or discharge.

3           24.     The claims asserted by Plaintiffs and/or absent class members are barred by  
4 assignment, death, and/or the closing of an estate.

5           25.     The claims asserted by Plaintiffs and/or absent class members are barred by the  
6 doctrines of res judicata and/or collateral attack.

7           26.     The claims asserted by Plaintiffs and/or absent class members are barred by the  
8 rejection, revocation, or failure of conditions precedent.

9           27.     The claims asserted by Plaintiffs and/or absent class members are barred by a lack  
10 of proof of reliance or causation.

11           28.     Plaintiffs and/or absent class members lack standing to pursue their claims.

12           29.     The recovery sought by Plaintiffs and/or absent class members would result in a  
13 windfall and/or unjust enrichment to Plaintiffs and/or absent class members.

14           30.     The claims of Plaintiffs and/or absent class members are barred by the learned  
15 intermediary doctrine.

16           31.     The claims asserted by Plaintiffs and/or absent class members are barred because  
17 they had adequate warning of any harm.

18           32.     The claims asserted by Plaintiffs and/or absent class members are barred by their  
19 spoliation of evidence.

20           33.     The claims asserted by Plaintiffs and/or absent class members are barred by the fact  
21 that there was no benefit conferred upon the Lampo Defendants.

22           34.     The relief sought by Plaintiffs and/or absent class members are barred because it  
23 would result in excessive fines against the Lampo Defendants.

24           35.     The claims asserted by Plaintiffs and/or absent class members are barred by the  
25 voluntary payment doctrine.

**PRAYER FOR RELIEF**

The Lampo Defendants request the following relief:

- A. Trial by a jury of twelve.
- B. Denial of certification of a class action with respect to Plaintiffs' claims;
- C. Dismissal of the Plaintiffs' claims against the Lampo Defendants with prejudice;
- D. Judgment against Plaintiffs in favor of the Lampo Defendants;
- E. An award of costs and attorneys' fees to the Lampo Defendants; and
- F. Such other and further relief as the Court deems just and equitable.

Dated: January 11, 2024

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